

CONTRACT AGREEMENT

Between The

STATE-OPERATED SCHOOL DISTRICT

OF THE CITY OF JERSEY CITY

AND

**ADMINISTRATORS AND
SUPERVISORS ASSOCIATION
OF THE
JERSEY CITY SCHOOL SYSTEM**

**Covering the period of
September 1, 2007
through
August 31, 2010**

and

**extension year
September 1, 2006
through
August 31, 2007**

2006-2007
ASA of JC
EXECUTIVE BOARD

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1st Vice President Phone 201-915-6452	<i>Joseph Marsella</i>	Principal PS 6 Email: jmarsella@jcboe.org
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At Large Phone 201-714-4402	<i>Peter Maski</i>	Supervisor Ed. Tech Email: pmaski@jcboe.org
At Large Phone 201-714-4340	<i>Anne Butler</i>	Principal PS # 25 Email: abutler@jcboe.org
At Large Phone 201-915-6077	<i>Gary Murphy</i>	Supervisor/Administrative Coach Email: gmurphy@jcboe.org

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of August, 2007, by and between the STATE-OPERATED SCHOOL DISTRICT OF JERSEY CITY hereafter referred to as the "DISTRICT") and the ADMINISTRATORS AND SUPERVISORS ASSOCIATION OF THE JERSEY CITY SCHOOL SYSTEM (hereinafter referred to as the "ASSOCIATION").

ARTICLE I RECOGNITION

A. The District hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel in the bargaining unit as follows:

Directors
Supervisors
Principals
Vice/Assistant Principals

B. All other individuals employed by the Board not specifically enumerated are excluded from the bargaining unit.

ARTICLE 2 SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the requirement of Chapter 123, Public Laws of 1974.

ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. All responsibilities, duties, prerogatives, and privileges theretofore exercised and enjoyed by administrators and not specifically restricted from them or assigned to other parties are understood to be continued as tradition has dictated unless otherwise precluded as a matter of law.

B. If the increment of an administrator is withheld, the administrator shall have the right to request a review after three (3) years of performance for the prospective restoration of the increment. The request shall be in writing and must be received by the State District Superintendent by July 15th of the third year. A response shall be provided by the District by the following September 1st. The State District Superintendent or designee shall review the three (3) years performance of the administrator. If the administrator's performance has been fully improved to a level of acceptable or better in all areas, the increment may be restored prospectively at the sole discretion of the State District Superintendent or designee. The State District Superintendent or designee shall retain the discretion to restore the increment sooner. A denial shall not be subject to the grievance procedure.

ARTICLE 4

Except as this Agreement shall otherwise provide, the collective bargaining agreement shall be continued. TERM: three (3) years 9/1/07 to 8/31/10 with one year extension 9/1/06 to 8/31/07.

ARTICLE 5

DISTRICT RIGHTS

The District, on its own behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decision law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights, subject, however, to the provisions of this Agreement and the policies as formally established and promulgated by the District.

1. To maintain executive management and administrative control of the school system and its properties and facilities, and the activities of its administrators in the performance of their employment;
2. To hire, direct, promote, transfer, assign, and retain administrators in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve administrators from duties for legitimate reasons pursuant to state statutes and the administrative code;
3. To maintain the efficiency of the school district operations entrusted to the District, and to determine the methods, means and personnel by which such operations are to be conducted;
4. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as may be deemed necessary or advisable by the District;
5. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, provided, however, that the District will be guided by the recommendations of the professional staff as provided for in existing District policies;
6. To determine class schedules, the hours of student instruction, and the duties, responsibilities and assignments of administrators with respect thereto, and non-teaching activities;
7. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

8. Nothing contained herein shall be construed to deny and restrict the District of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, District, or local laws or regulations as they pertain to education.

ARTICLE 6 GRIEVANCE PROCEDURE

A. Definitions

1. A grievance may be construed to exist when an administrator believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare in violation of the terms of this Agreement.
2. In the wording of this statement of procedures, the term "administrator" shall be taken to include all administrative personnel listed in the recognition clause.

B. Purpose

Any administrator shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal. He/she shall have the right to present his/her own appeal or to designate another person or persons to appear with him/her or for him/her at any step in his/her appeal.

C. Procedures

1. STEP I: Any administrator who has a grievance shall first advise his/her immediate superior in writing of its existence within twenty (20) work days after its occurrence. The writing shall indicate that STEP I of the grievance procedure has been initiated. The superior shall meet with the administrator within five (5) work days in an attempt to resolve the grievance at this level. Within five (5) work days after the discussion, the superior shall orally make known his/her decision to the administrator.
2. STEP II: If the grievance is not resolved to the satisfaction of the administrator at the level of Step I, the administrator may appeal no later than seven (7) calendar days after the decision at Step I to the Human Resources Department in a written statement setting forth details and grounds on which the grievance is based and attaching all pertinent documents. This statement shall include the remedy being sought.

At the Human Resources Department's discretion, there shall be a conference with the parties. The conference shall be held within ten (10) work days of receipt at Step II of the grievance. The Human Resources Department shall render a written decision within twenty (20) work days of the receipt of the grievance or of the conference whichever is later.

3. A grievance which remains unresolved to the satisfaction of the Association after a decision has been rendered by the District may be submitted to arbitration within ten

(10) calendar days following receipt of the District's decision. The arbitrator shall be chosen from a list of ten names provided by the Public Employment Relations Commission. Arbitration shall begin as quickly as is possible, dependent upon the availability of an arbitrator. The decision of the arbitrator shall be binding on all parties. Copies of the arbitrator's decision shall be sent to: (1) the aggrieved or his/her representative, (2) the District, and (3) the State District Superintendent. The cost of arbitration shall be paid by the unsuccessful party.

4. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory law of New Jersey and to pertinent decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission and the Courts.

5. Failure to proceed to the next step within the prescribed time limits shall be deemed to be an acceptance of the decision rendered at that step.

D. Miscellaneous

1. In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

2. Any of the time limits specified herein may be extended by mutual agreement.

3. In the event a grievance is brought up for consideration at the end of a work year and if the superior is not available after the end of the work year for procedures outlined in Step I, the administrator may proceed directly to Step II.

4. The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures and contractual agreement which relate to or affect the administrator. They are not to be used for changing existing rules, policies, procedures and contractual agreement or for establishing new ones.

5. This grievance procedure shall in no way impair, diminish, or preclude any rights of the parties as set forth in Title 18A, N.J. Statutes, or any other law.

ARTICLE 7
TRANSFERS

A. It is recognized by the District and the Association that the transfer of administrative personnel is occasionally necessary and desirable for the efficient functioning of the educational program and the School District.

B. Transfer of administrative personnel shall be considered either voluntary or involuntary and the procedures outlined shall be followed:

1. **Voluntary:**

a. The Department of Human Resources shall post notices of vacant administrative positions within the bargaining unit when they become known.

b. Any administrator requesting a transfer shall file a written request with the Department of Human Resources stating reasons for his/her request. This provision applies to a lateral transfer only without change in administrative titles or job description.

c. Administrators shall be notified, in writing, by the Human Resources Office when a request for a transfer is not granted, stating briefly the reason for denial.

2. **Involuntary:**

a. The involuntary transfer of an administrator shall be preceded by a meeting of the administrator involved and his/her immediate supervisor. Notice of the intention of the immediate superior to request the transfer shall be presented to the administrator ten (10) days before the effective date of the transfer. At this meeting, the administrator shall be notified of the reasons for the transfer. The reason for the transfer shall be set forth, in writing, and presented to the administrator involved and to the Human Resources Office.

b. Any administrator involved in an involuntary transfer is free to use the provisions of the Grievance Procedures if he/she is dissatisfied with the reasons given.

ARTICLE 8
PROMOTIONS

A. The administrative and supervisory positions covered by this Agreement shall be filled pursuant to this Article.

B. 1. Vacancies to be filled shall be adequately publicized in all schools within ten (10) school days after an opening occurs.

2. All notices of such vacancies shall clearly set forth qualifications for and the duties of the position.

3. Vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, physical handicap or marital status.

4. Any employee working in a position which calls for a higher rate of pay than the affected employee's title, shall receive such higher rate of pay during his/her tour of duty in the higher paying position provided he/she works in such higher paying position for at least thirty (30) consecutive working days, excluding weekends or holidays, and in that event he/she shall receive the higher rate of pay retroactively to the first day.

5. Priority in assignment to summer school openings for principals and head teachers will be given on the following basis: the openings will first be offered to the principal of the school in which the summer program is operating, and if declined, then the opening will be filled from other school principals who have made application. The successful applicant will then be determined by the District in its sole discretion.

If no principals accept, the opening will be offered to the Assistant Principal or Vice Principal of the school in which the summer school program is operating, and if declined, then the opening will be filled from other Assistant Principals or Vice Principals who have made application. The successful applicant will then be determined by the District in its sole discretion.

A Principal, Assistant Principal or Vice Principal may be eligible for priority in assignment as set forth herein as long as such assignment does not conflict with his/her required work year/work day as set forth in Article 24.

If no Assistant Principals or Vice Principals accept, the District may fill the opening by appointment at its discretion.

6. Assignment to programs outside of the normal school hours (evening programs, after school programs, weekend programs, etc.) shall be offered without prejudice to all certified personnel. Selection shall be based on proven ability in related area.

C. Notices of vacancies which set forth the qualifications and responsibilities are required by this Article.

ARTICLE 9 ADMINISTRATIVE POSITIONS AND STRUCTURE

A. The Association shares, along with the State District Superintendent, significant responsibility for the mutual professional improvement of the Jersey City Schools. Therefore, in order to insure and maintain satisfactory channels of communication between the Association and the State District Superintendent as a necessary requisite to fulfilling the above responsibility and inasmuch as decisions affecting the creation, change or abolishment of administrative positions and structure may relate to the provisions of this contract, it shall be the responsibility of the Superintendent together with the Association to make appropriate decisions concerning the creation, change, or abolishment of any administrative position, as defined by the criteria for inclusion in the bargaining unit including those administrative positions designated, as "acting."

B. It shall be the responsibility of the State District Superintendent to act together with the Association before implementing a new administrative structure at either the District or Building level.

C. The parties agree each building Principal shall be responsible for the administration, assignment and direction of custodial and security employees for the safety, upkeep and cleanliness of the building.

**ARTICLE 10
MEETING WITH THE
STATE DISTRICT SUPERINTENDENT**

Meetings between the State District Superintendent and/or his/her representative and the President and/or his/her representative of the Association shall be held at the request of either party upon reasonable notice to discuss areas of concern.

**ARTICLE 11
COACHING POSITIONS**

The District will submit a list of eligible persons for Coaching or Athletic positions to the Principal involved for his or her recommendation prior to the appointment of individuals to the aforementioned positions.

**ARTICLE 12
REPRESENTATION ON COMMITTEES**

A. Administrators shall be represented by membership on all committees dealing with educational matters, such as curriculum revision, authorized textbook list, etc.

B. Such representatives shall be appointed by the President of the Association.

**ARTICLE 13
MEETINGS OF ADMINISTRATORS
AND SUPERVISORY STAFF**

A. Representatives of the administrative and supervisory staff shall be represented at all advisory staff meetings, whenever major or significant matters are decided affecting the schools, staff morale, working conditions and other issues pertinent to the implementation of this contract.

B. Such representatives shall be appointed by the President of the Association.

C. Administrators shall be required to attend one meeting each month. Such meeting shall not exceed two and one-half (2½) hours. The starting time of the meetings will alternate monthly. The starting time for the meetings will be 1:30 p.m. on alternate months. The remaining meetings will be held after the close of the school day.

D. The State District Superintendent and/or the Deputy Superintendent shall have the right to call meetings in addition to those listed above on an emergency basis with no requirement for extra compensation for those required to attend.

ARTICLE 14 DUTY ASSIGNMENTS

A. The District shall strive towards equalization of duty assignment of all administrative and supervisory personnel.

B. Regularly appointed administrators who are not under tenure shall be notified of their employment status for the ensuing school year in the time established by law.

ARTICLE 15 MESSENGER SERVICE

The school District shall maintain an intra-system messenger service which will provide a routine pickup and delivery service to each school.

ARTICLE 16 TRAVEL REIMBURSEMENT

A. All employees covered under this Agreement shall be reimbursed up to \$150.00 per school year when required by the School District to travel in the performance of their duties. Effective September 1, 2007, this amount shall be increased to \$600.00.

B. Administrators will be reimbursed for those expenses which have received prior approval. Before payment is authorized, an appropriate voucher must be submitted.

ARTICLE 17 SICK DAYS

Employees shall be credited with thirteen (13) days of accumulated sick leave annually.

ARTICLE 18 ACCUMULATED SICK LEAVE INCENTIVE PLAN

A. Any administrator and/or supervisor, upon resignation after ten (10) years of regularly appointed service or upon retirement, shall be paid for each unused day, accumulated in his/her personal illness leave bank after July 1, 1956, pursuant to the following schedule:

Days 1-100 in bank	\$100/day
Days 101-200 in bank	\$125/day
Days 201-300 in bank	\$150/day
Days 301+ in bank	\$175/day

In the event of death before retirement, the administrator's estate shall receive the lump sum payment as described above.

B. An administrator and/or supervisor who has at least three (3) years of service within the Jersey City School District shall have the option of trading in one-half (½) of the sick days that he/she has accumulated in Jersey City after September 1, 1972, at a rate equal to one-half (½) of the prevailing substitute per diem pay.

ARTICLE 19 PERSONAL BUSINESS DAYS

Upon three (3) days prior notification, three (3) personal business days may be taken per year without loss of pay. Unused personal business days shall be transferred to the employee's sick leave bank.

Personal emergency – three (3) day notification waived.

Personal business days may not be taken on:

- a. First or last week of school year.
- b. The day before or after a school holiday.
- c. The day prior to or immediately following a vacation period within the school year.
- d. Exceptions to the above may be made for valid, cogent reasons.

ARTICLE 20 ATTENDANCE INCENTIVE PLAN

Any administrator who has no absences during the administrator's entire work year shall receive a \$700 bonus. The bonus will be split in two parts, \$350 for the period from the beginning of the work year through January 31st; \$350 for the period from February 1st through the end of the work year. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE 21 SICK LEAVE

A. An administrator who has used the current personal illness leave days and cumulative personal illness leave account, upon request and the recommendation of the Human Resources Department and the approval of the State District Superintendent, may receive one (1) additional day for each year of service as a regularly appointed employee in the Jersey City Public Schools. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than twice, and only once in any given work year. Individual days of absence not requiring a leave of absence may not be applied against permissive leave. If an administrator has not used his/her entire permissive leave in a work year, he/she may request the State District

Superintendent, in writing, to apply the unused days within that work year, to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current work year.

1. Requests for permissive leave should be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.

2. Salary payment shall be discontinued in case of absences in any one (1) work year which exceeds that enumerated in the preceding paragraphs.

B. The procedure to be followed for illness requiring a leave of absence is as follows:

1. Administrators who are absent six (6) consecutive work days must submit a leave form. The leave form must be completed by a physician and the administrator and sent to the Human Resources Medical Department by Certified Mail/Return Receipt Requested. The leave form must be received by the Medical Department within six (6) working days of the sixth consecutive day of absence. Leave forms shall be supplied to administrators at the beginning of each school year.

2. If completed personal illness leave of absence form is not received within the twelve (12) working days period, then the immediate supervisor should send a certified letter indicating failure to comply.

3. If no response to the letter is received within five (5) working days, the administrator's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

ARTICLE 22 OTHER ABSENCES

A. ABSENCE FOR DEATH IN FAMILY: In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, step-child, domestic partner or relative who is a member of the immediate household of an administrator, the administrator shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

B. ABSENCE FOR DEATH OF RELATIVE: In the case of the death of a relative not included in the above section, an administrator shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of a relative in this section shall include the following: grandfather, grandmother, uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity (first cousin only and not cousin's wife or husband), brother-in-law (direct), sister-in-law (direct), son-in-law, daughter-in-law, grandchild, stepfather and stepmother.

In the event of the death of an active faculty member, an administrator shall be excused for a portion of the day to allow the administrator to attend services.

C. ABSENCE BY REASON OF COURT ORDER: An administrator absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the administrator's employment with the District and further is not the result of any action by the District against the administrator, nor the result of any lawsuit brought by the administrator against the District. Provided further that an administrator shall not suffer a deduction in pay by reason of court order, subpoena or summons in the case of an administrator appearing as a witness to a felony in a criminal proceeding provided the administrator is not a defendant. Provided further the administrator shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of an administrator appearing as a witness in a civil proceeding in which the administrator is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the administrator has no interest, direct, or indirect, in the outcome of the litigation. Provided further that said administrator is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her immediate supervisor and the absence is approved by the State District Superintendent of Schools.

D. REPORT OF ABSENCE: An administrator who is absent from duty because of personal illness, death in the family, death of a relative or compliance with the requirements of a court order shall notify his/her immediate supervisor as early as possible, and such notification shall be given in advance. An administrator who is absent from duty for any other reason shall first secure permission from the State District Superintendent through the immediate supervisor.

1. The administrator shall, in reporting absence for personal illness, communicate to the immediate supervisor the probable duration of the illness.
2. Administrators absent for any period of five (5) days or less must on return, complete, sign and file with the immediate supervisor, on forms to be provided by the School District, a personal certificate as to the necessity of the absence.

E. NOTIFICATION OF RETURN AFTER ABSENCE: An administrator who has been absent for two (2) days or more shall, before the end of the work day prior to his/her return, notify the immediate supervisor of his/her expected return.

ARTICLE 23 CONSULTATION WITH ASSOCIATION

A. The Association will be consulted in the development of all major or significant administrative policies and procedures.

B. A committee consisting of representatives of the Association and the State District Superintendent's office will be established to review staff patterns.

ARTICLE 24 WORK YEAR

A. The work year of the title of Director shall be a twelve month position. Directors with more than 15 years service in the District shall receive 25 vacation days per year; those with less than 15 years shall receive 22 vacation days. Such employees shall work one-half of the holiday periods granted school building employees.

B. The work year of all other positions represented by the Association shall be two hundred and twelve (212) days. Four (4) of these days shall be flexible. The flexible days shall be scheduled upon mutual agreement between the administrator and the immediate supervisor with approval by the State District Superintendent on or before April 1 of each year. The State District Superintendent, in his/her sole discretion, may allow an increase in the number of flexible days permitted for an administrator in a given work year.

New administrators shall be required to attend one additional day for orientation in addition to the regular work year.

C. Any days worked in excess of the administrator's regular work year shall be compensated on the basis of the daily rate of his/her yearly salary. This shall not apply, however, to services performed in programs wherein special rates are budgeted for positions open to voluntary applications.

The Superintendent shall have the right to require administrators to work days beyond the regular work year when necessary and the administrator shall be compensated at the daily rate of his/her yearly salary; one week prior notice shall be required. Administrators may not be required to work during the last two weeks of July or the first week of August for the extra days above the regular work year.

The Special Education Division shall provide the State District Superintendent of Schools a schedule for summer coverage for those periods after the mandated work year which would provide a listing of two Supervisors per week who would be available for such coverage. This summer schedule shall be provided to the State District Superintendent not later than April 1st of each year. Supervisors may submit a proposed schedule for consideration by the head of the Special Education Division. Such schedule shall be submitted to the head of the Special Education Division no later than March 15th of each school year. The State District Superintendent shall notify the Supervisors not later than the end of the school year those weeks that the District would require only one of the two designated Supervisors. In those cases, where only one Supervisor was required for a particular week, the two individual Supervisors would then inform the State District Superintendent which individual would work the particular week.

D. All Directors and Supervisors will work an eight (8) hour and forty (40) minute day, from 8:00 A.M. to 4:40 P.M., inclusive of a forty (40) minute lunch.

E. As professionals, the administrators shall devote sufficient time to achieve the educational goals and mission of the School District. With respect to hours, this shall mean that the administrators shall report to their assignments at a reasonable time prior to the staff arrival and remain a reasonable time after the staff departure.

The work day for Principals, Vice Principals and Assistant Principals shall be as follows:

Elementary:	7:45 A.M. – 3:55 P.M.
High School:	7:45 A.M. – 4:10 P.M.

Administrators shall insure administrative coverage for school related activities.

Additionally, any additional time provided pursuant to past practice shall be continued.

If the administrators' in-school work hours are increased further, the District shall negotiate the impact on the unit.

ARTICLE 25 DEGREE DIFFERENTIAL

The following degree differential shall be in effect:

	MA + 32	Earned Doctorate
2006-2007	\$3,100	\$3,100
2007-2008	\$3,200	\$3,200
2008-2009	\$3,300	\$3,300
2009-2010	\$3,300	\$3,300

ARTICLE 26 LONGEVITY

Longevity shall be paid cumulatively as follows:

Upon completion of 16 years of service	\$ 800.00
Upon completion of 20 years of service	\$ 750.00
Upon completion of 25 years of service	\$1,250.00
Upon completion of 30 years of service	\$1,250.00
Upon completion of 35 years of service	\$1,250.00
Upon completion of 40 years of service	\$1,250.00
Upon completion of 45 years of service	\$1,250.00

ARTICLE 27 POSTING

Notice for all positions under the auspices of the district shall be posted before applications are accepted with the exception of the position of Assistant (Associate) Superintendent or Superintendent.

ARTICLE 28 SABBATICAL LEAVE

A. LEAVE OF ABSENCE FOR STUDY: A leave of absence for the purpose of study may be granted at the discretion of the Superintendent to any administrator who has performed continuous and satisfactory service in the public schools of Jersey City for at least seven (7) years. The nature and scope of the study must be approved by the State District Superintendent.

An administrator to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

B. LEAVE OF ABSENCE FOR REST AND RECUPERATION: A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the State District Superintendent to any administrator who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. No administrator may apply for another such leave unless ten (10) years has passed since the previous leave taken. The number of administrators eligible for leave for rest and recuperation shall be limited to two (2) each work year. The School District shall not arbitrarily deny requests under this Article.

An administrator to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

C. COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION: An administrator absent on leave for study or rest and recuperation shall receive, as compensation, one-half (1/2) of his/her monthly salary for each month during the continuance of such leave.

This compensation shall be paid in the same manner at the same time as salaries are paid to other administrators.

D. LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION: A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Administrators on such leave may request cancellation of such leave at any time and their reinstatement shall be at the sole discretion of the State District Superintendent.

E. TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION: Applications for leave of absence for rest and recuperation should be presented to the State District Superintendent at least three (3) months before the beginning of the desired leave. Applications for leave of absence for study should be presented to the State District Superintendent at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the administrator shall reimburse the School District in direct proportion to the unfilled time except in case of death or permanent disability. The State District Superintendent shall report these applications to the School Board at its next meeting.

F. USE OF LEAVE FOR STUDY OR REST AND RECUPERATION: The State District Superintendent shall require all administrators to whom leaves of absence are granted for study or rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, scholarships, grants-in-aid, Federal Government grants or stipends, etc., shall not be considered as remuneration. Administrators on leave of absence for study shall present to the State District Superintendent, at such time as he/she may require, certificates signed by the proper authorities, of the beginning, continuance and completion of the course of study chosen.

For its own protection and the protection of the schools, the School District will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming an administrator, within the purview of the Tenure of Office Act.

ARTICLE 29 TUITION REIMBURSEMENT

Graduate credits will be paid to a maximum of \$360 per person each semester for one (1) three (3) credit graduate course, if approved by the State District Superintendent and if a "B" average or better is attained. Effective September 1, 2007, tuition reimbursement for graduate credits shall be paid to a maximum, per person, of one (1) three (3) credit graduate course offered at New Jersey City University, if approved by the State District Superintendent and if a "B" average or better is attained. Funds each year will be available as follows:

2006-2007	\$30,000.
2007-2008	\$30,000.
2008-2009	\$30,000.
2009-2010	\$30,000.

Unexpended monies in any one year may be distributed according to the sole discretion of the State District Superintendent for extra course tuition.

ARTICLE 30 HEALTH BENEFITS

The District will provide administrators with a health-care program as detailed in master policies and contract agreed upon by the District and the Association.

Prescription Plan: The plan shall have a co-pay not to exceed seven dollars (\$7) except in the case of generic drug which shall not exceed three dollars (\$3). All family and other prescription costs shall be assumed by the District.

Flex Spending Plan: A flexible spending plan will be available.

Optical Plan: A family optical plan will be provided.

ARTICLE 31 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP), if the District elects to maintain such a program, will provide assistance to those employees suffering from alcoholism, other drug abuse and personal problems that affect the workplace. The EAP will identify, assess and refer, on a confidential basis, those employees whose unattended emotional and physical problems may diminish their capacity to perform.

ARTICLE 32 MISCELLANEOUS

A. 1. Administrators, upon presentation of advanced written request, may inspect their personnel files with no undue delay. A representative from the Human Resources Department shall be present during the inspection.

2. An administrator shall have the right to add written comments to any material filed and these written comments, after review by the Human Resources Department, shall be made part of the administrator's personnel file.

3. In the event material of a critical, derogatory or unfounded nature is to be placed on file, the administrator involved shall be notified and given the opportunity to review such material. The administrator's written comments, if any, relative to such material shall be made part of the administrator's file.

B. The District agrees to pay one-half (1/2) of the costs for the final printing of 500 copies of this contractual agreement in booklet form. The District will prepare the contract form with the Association approving the final draft text prior to actual printing. The Association will submit names of printers to the District for selection.

C. Upon return to local control, contract language will be modified to reflect the powers of the Board of Education and Superintendent where appropriate.

D. Salary checks for all new employees shall be paid through direct deposit. Salary checks for all other employees shall be paid through direct deposit by September 1, 2008.

ARTICLE 33 SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be affected thereby and shall be null and void and all other terms not affected thereby shall continue in full force and effect.

ARTICLE 34 FULLY-BARGAINED PROVISIONS

The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues for the term of this Agreement. During the term of this Agreement neither party will be required to negotiate with respect to any such matter.

ARTICLE 35 AGENCY SHOP

Effective in a reasonable prospective manner, this clause shall be implemented.

ARTICLE 36 DURATION

The provisions of this Agreement shall be effective September 1, 2007 through August 31, 2010 and extension year September 1, 2006 through August 31, 2007.

IN WITNESS THEREOF, the parties hereto have set their hands and seals in Jersey City, New Jersey on this 1st day of August, 2007.

THE ADMINISTRATORS
AND SUPERVISORS ASSOCIATION
OF THE
JERSEY CITY SCHOOL SYSTEM

Jeff Bernier
John W. Ward
Jerry Murphy
Michael Christie
James Brink
Patricia L. S. S. S. d.

THE STATE OPERATED
SCHOOL DISTRICT OF JERSEY CITY

Charles T. Egg Jr.
Frances Doyle
Elwin Hubbard
John Selman
John Scaramo

DIRECTORS' PAY TABLE 13 (MA)				
Step	06-07	07-08	08-09	09-10
1	108,235	111,114	114,484	118,342
2	111,498	114,464	117,936	121,910
3	115,609	118,684	122,284	126,405
4	119,097	122,265	125,974	130,219
5	124,047	127,347	131,209	135,631

DIRECTORS' PAY TABLE 13A (MA + 32)				
STEP	06-07	07-08	08-09	09-10
1	111,335	114,314	117,784	121,642
2	114,598	117,664	121,236	125,210
3	118,709	121,884	125,584	129,705
4	122,197	125,465	129,274	133,519
5	127,147	130,547	134,509	138,931

DIRECTORS' PAY TABLE 13B (Ph.D.)				
STEP	06-07	07-08	08-09	09-10
1	114,435	117,514	121,084	124,942
2	117,698	120,864	124,536	128,510
3	121,809	125,084	128,884	133,005
4	125,297	128,665	132,574	136,819
5	130,247	133,747	137,809	142,231

H.S. PRINCIPALS' PAY TABLE 14 (MA)

STEP	06-07	07-08	08-09	09-10
1	106,409	109,240	112,553	116,346
2	109,681	112,599	116,014	119,923
3	114,935	117,992	121,571	125,668
4	119,601	122,782	126,506	130,770
5	125,778	129,124	133,040	137,523

H.S. PRINCIPALS' PAY TABLE 14A (MA + 32)

STEP	06-07	07-08	08-09	09-10
1	109,509	112,440	115,853	119,646
2	112,781	115,799	119,314	123,223
3	118,035	121,192	124,871	128,968
4	122,701	125,982	129,806	134,070
5	128,878	132,324	136,340	140,823

H.S. PRINCIPALS' PAY TABLE 14B (Ph.D.)

STEP	06-07	07-08	08-09	09-10
1	112,609	115,640	119,153	122,946
2	115,881	118,999	122,614	126,523
3	121,135	124,392	128,171	132,268
4	125,801	129,182	133,106	137,370
5	131,978	135,524	139,640	144,123

ELEM PRIN/HS VICE PRIN PAY TABLE 15 (MA)

STEP	06-07	07-08	08-09	09-10
1	98,876	101,507	104,585	108,110
2	101,916	104,627	107,800	111,433
3	106,797	109,638	112,964	116,770
4	111,134	114,090	117,551	121,512
5	117,065	120,179	123,824	127,997

ELEM PRIN/HS VICE PRIN PAY TABLE 15A (MA + 32)

STEP	06-07	07-08	08-09	09-10
1	101,976	104,707	107,885	111,410
2	105,016	107,827	111,100	114,733
3	109,897	112,838	116,264	120,070
4	114,234	117,290	120,851	124,812
5	120,165	123,379	127,124	131,297

ELEM PRIN/HS VICE PRIN PAY TABLE 15B (Ph.D.)

STEP	06-07	07-08	08-09	09-10
1	105,076	107,907	111,185	114,710
2	108,116	111,027	114,400	118,033
3	112,997	116,038	119,564	123,370
4	117,334	120,490	124,151	128,112
5	123,265	126,579	130,424	134,597

ELEM ASST PRINCIPALS' PAY TABLE 17 (MA)

STEP	06-07	07-08	08-09	09-10
1	94,090	96,593	99,522	102,876
2	96,983	99,562	102,582	106,039
3	101,628	104,331	107,495	111,118
4	105,755	108,568	111,861	115,631
5	111,529	114,496	117,968	121,944

ELEM ASST PRINCIPALS' PAY TABLE 17A (MA + 32)

STEP	06-07	07-08	08-09	09-10
1	97,190	99,793	102,822	106,176
2	100,083	102,762	105,882	109,339
3	104,728	107,531	110,795	114,418
4	108,855	111,768	115,161	118,931
5	114,629	117,696	121,268	125,244

ELEM ASST PRINCIPALS' PAY TABLE 17B (Ph.D.)

STEP	06-07	07-08	08-09	09-10
1	100,290	102,993	106,122	109,476
2	103,183	105,962	109,182	112,639
3	107,828	110,731	114,095	117,718
4	111,955	114,968	118,461	122,231
5	117,729	120,896	124,568	128,544

SUPERVISORS' PAY TABLE 21 (MA)				
STEP	06-07	07-08	08-09	09-10
1	95,846	98,396	101,380	104,797
2	98,794	101,421	104,498	108,019
3	103,525	106,278	109,502	113,192
4	107,729	110,594	113,949	117,789
5	113,561	116,582	120,118	124,166

SUPERVISORS' PAY TABLE 21A (MA + 32)				
STEP	06-07	07-08	08-09	09-10
1	98,946	101,596	104,680	108,097
2	101,894	104,621	107,798	111,319
3	106,625	109,478	112,802	116,492
4	110,829	113,794	117,249	121,089
5	116,661	119,782	123,418	127,466

SUPERVISORS' PAY TABLE 21B (Ph.D.)				
STEP	06-07	07-08	08-09	09-10
1	102,046	104,796	107,980	111,397
2	104,994	107,821	111,098	114,619
3	109,725	112,678	116,102	119,792
4	113,929	116,994	120,549	124,389
5	119,761	122,982	126,718	130,766